

<i>SERFF Tracking Number:</i>	<i>YTYC-127173344</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Zale Indemnity Company</i>	<i>State Tracking Number:</i>	<i>48812</i>
<i>Company Tracking Number:</i>	<i>ZIC-AR-SP-LOA-F&amp;R-5/11</i>		
<i>TOI:</i>	<i>CR03G Group Credit - FMLA</i>	<i>Sub-TOI:</i>	<i>CR03G.003 Single Premium</i>
<i>Product Name:</i>	<i>Single Premium Credit Leave of Absence</i>		
<i>Project Name/Number:</i>	<i>ZIC-AR-SP-LOA-F&amp;R-5/11/Ryan</i>		

## Filing at a Glance

Company: Zale Indemnity Company

Product Name: Single Premium Credit Leave of SERFF Tr Num: YTYC-127173344 State: Arkansas

Absence

TOI: CR03G Group Credit - FMLA

SERFF Status: Closed-Approved-  
Closed

Sub-TOI: CR03G.003 Single Premium

Co Tr Num: ZIC-AR-SP-LOA-F&R-  
5/11

Filing Type: Form

Author: Ryan Rush

Date Submitted: 05/18/2011

Reviewer(s): Linda Bird

Disposition Date: 05/25/2011

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: ZIC-AR-SP-LOA-F&R-5/11

Project Number: Ryan

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Filing Status Changed: 05/25/2011

State Status Changed: 05/25/2011

Created By: Ryan Rush

Corresponding Filing Tracking Number:

Filing Description:

To Whom It May Concern:

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type:

Overall Rate Impact:

Deemer Date:

Submitted By: Ryan Rush

We are submitting the attached for your review and approval. This is a new filing and does not replace anything previously submitted.

This program is designed to provide coverage on the insured debtor in connection with a loan obligation. Unless otherwise advised by your department, we may find it necessary to vary the layout of the information in the schedule subsequent to your department's approval. These changes may become necessary in order to accommodate the data

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processing system of the creditor.

Your acknowledgement of approval of this filing will be appreciated.

Sincerely,  
 Ryan Rush  
 Year to Year Consulting L.L.C.

## Company and Contact

### Filing Contact Information

Ryan Rush, Compliance Specialist	ryan@y2yc.com
1580 N. Point Prairie Road	636-639-1880 [Phone]
Foristell, MO 63348	636-639-1233 [FAX]

### Filing Company Information

(This filing was made by a third party - yeartoyearconsultingllc)

Zale Indemnity Company	CoCode: 30325	State of Domicile: Texas
901 W. Walnut Hill Lane	Group Code: 669	Company Type: Property/Casualty
Mail Sta. 5A-9	Group Name:	State ID Number:
Irving, TX 75038	FEIN Number: 75-1428560	
(972) 580-4080 ext. [Phone]		

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$200.00
Retaliatory?	No
Fee Explanation:	Group Policy Application = \$50.00
	Group Master Policy = \$50.00
	Certificate = \$50.00
	Rates = \$50.00
	Total = \$200.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Zale Indemnity Company	\$200.00	05/18/2011	47738157

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TOI:	CR03G Group Credit - FMLA	Sub-TOI:	CR03G.003 Single Premium
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/25/2011	05/25/2011

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	05/24/2011	05/24/2011	Ryan Rush	05/24/2011	05/24/2011

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	General Information Form	Ryan Rush	05/20/2011	05/20/2011

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## Disposition

Disposition Date: 05/25/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification		Yes
<b>Supporting Document</b>	Application		Yes
<b>Supporting Document</b>	Life & Annuity - Acturial Memo		No
<b>Supporting Document</b>	Third Party Filing Authorization		Yes
<b>Form (revised)</b>	Group Policy Application		Yes
<b>Form</b>	Group Policy Application		Yes
<b>Form</b>	Group Master Policy		Yes
<b>Form</b>	Certificate		Yes
<b>Form</b>	General Information Form		Yes
<b>Rate</b>	Rate Schedule		Yes

*SERFF Tracking Number:*      *YTYC-127173344*      *State:*      *Arkansas*  
*Filing Company:*      *Zale Indemnity Company*      *State Tracking Number:*      *48812*  
*Company Tracking Number:*      *ZIC-AR-SP-LOA-F&R-5/11*  
*TOI:*      *CR03G Group Credit - FMLA*      *Sub-TOI:*      *CR03G.003 Single Premium*  
*Product Name:*      *Single Premium Credit Leave of Absence*  
*Project Name/Number:*      *ZIC-AR-SP-LOA-F&R-5/11/Ryan*

## **Objection Letter**

Objection Letter Status      Pending Industry Response  
Objection Letter Date      05/24/2011  
Submitted Date      05/24/2011  
Respond By Date      06/24/2011

Dear Ryan Rush,

This will acknowledge receipt of the captioned filing.

### **Objection 1**

Comment: Ark. Code Ann. 23-79-138 requires that the name, address, and telephone number of the producer or agency soliciting the policy be listed on the application.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	05/24/2011
Submitted Date	05/24/2011

Dear Linda Bird,

### Comments:

Hi, Linda.

This is in response to your May 24, 2011 objection letter.

### Response 1

Comments: Please refer to the attached revised Group Policy Application. We have added a line to the application for the name, address and telephone number of the producer or agency soliciting the policy.

### Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that the name, address, and telephone number of the producer or agency soliciting the policy be listed on the application.

### Changed Items:

No Supporting Documents changed.

### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Group Policy Application	ZIC-LOA-CR-AR		Application/Enrollment Form	Initial			ZIC-LOA-CR-AR.pdf
<b>Previous Version</b>							
Group Policy Application	ZIC-LOA-CR-AR		Application/Enrollment Form	Initial			ZIC-LOA-CR-AR.pdf

*SERFF Tracking Number:*      *YTYC-127173344*                      *State:*                      *Arkansas*  
*Filing Company:*              *Zale Indemnity Company*                      *State Tracking Number:*      *48812*  
*Company Tracking Number:*      *ZIC-AR-SP-LOA-F&R-5/11*  
*TOI:*                      *CR03G Group Credit - FMLA*                      *Sub-TOI:*                      *CR03G.003 Single Premium*  
*Product Name:*              *Single Premium Credit Leave of Absence*  
*Project Name/Number:*      *ZIC-AR-SP-LOA-F&R-5/11/Ryan*

No Rate/Rule Schedule items changed.

Your acknowledgement of approval of this filing will be appreciated.

Sincerely,  
Ryan Rush  
Year to Year Consulting L.L.C.

Sincerely,  
Ryan Rush



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**Amendment Letter**

Submitted Date: 05/20/2011

**Comments:**

To Whom It May Concern:

We have added a General Information Form for your review and approval.

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
ZIC/ZLIC-GIF	Outline of Coverage	General Information Form	Initial					ZICZLIC-GIF.pdf

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Filing Company:	Zale Indemnity Company	State Tracking Number:	48812
Company Tracking Number:	ZIC-AR-SP-LOA-F&R-5/11		
TOI:	CR03G Group Credit - FMLA	Sub-TOI:	CR03G.003 Single Premium
Product Name:	Single Premium Credit Leave of Absence		
Project Name/Number:	ZIC-AR-SP-LOA-F&R-5/11/Ryan		

## Form Schedule

### Lead Form Number: ZIC-LOA-MP-AR

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	ZIC-LOA-CR-AR	Application/ Group Policy Enrollment Form	Application	Initial			ZIC-LOA-CR-AR.pdf
	ZIC-LOA-MP-AR	Policy/Cont ract/Fratern al Certificate	Master Policy	Initial			ZIC-LOA-MP-AR.pdf
	ZIC-LOA-C-AR	Certificate	Certificate	Initial			ZIC-LOA-C-AR.pdf
	ZIC/ZLIC-GIF	Outline of Coverage	General Information Form	Initial			ZICZLIC-GIF.pdf

APPLICATION is hereby made to:

**ZALE INDEMNITY COMPANY**

A Stock Company

IRVING, TEXAS

Executive Office: 901 W. Walnut Hill Lane, Irving, Texas 75038-1003

For claims call: 1-800-999-7829

(called "us")

Group Master Policy No.: \_\_\_\_\_

for:

☐ Group Single Premium Credit Family Leave of Absence Insurance

on the debtors of:

\_\_\_\_\_  
(called "creditor")

Address \_\_\_\_\_

**DEBTORS TO BE COVERED:** All debtors who request insurance and who become indebted for loans in connection with transactions with the creditor. A certificate of insurance will not be issued to any partnership, corporation or association.

**ELIGIBILITY:** Coverage is limited to eligible debtors who request insurance and agree to pay the premium charge, if any, to the creditor beneficiary.

**AMOUNT OF INSURANCE:** Maximum Initial Amount of Insurance: \_\_\_\_\_ Per Debtor

**MAXIMUM TERM OF INSURANCE:** Maximum Term of Insurance: \_\_\_\_\_ Months Per Certificate

Coverage will stop when the maximum number of monthly indemnity payments has been paid or all the premium is fully earned. No monthly indemnity payments will be paid after the expiration date.

**PREMIUM PAYMENT:** Premiums are payable in advance by the creditor based on the rate schedule(s) attached to the policy. It is agreed that information required by us on debtor's to be covered and debtors, whose coverage is to be changed or cancelled, will be furnished monthly to us on forms provided by us.

This policy is subject to the following Endorsements, Riders, and Certificates(s) of Insurance:

**EFFECTIVE DATE:** This insurance shall be effective from 12:01 A.M., standard time, at the creditor's address on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, provided the application shall have been accepted by us and a policy issued.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(City and State)

\_\_\_\_\_  
Signature of Authorized Creditor Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Name, Address and Telephone Number of Producer or Agency Soliciting the Policy

**FRAUD WARNING:** ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND/OR CONFINEMENT IN PRISON.

GROUP MASTER POLICY APPLICATION FOR CREDIT INSURANCE

Single Premium, Credit Family Leave of Absence Insurance

# ZALE INDEMNITY COMPANY

A Stock Company

IRVING, TEXAS

Executive Office: 901 W. Walnut Hill Lane, Irving, Texas 75038-1003

For claims call: 1-800-999-7829

(called "we," "us" or "our")

Creditor: \_\_\_\_\_

Group Master Policy No.: \_\_\_\_\_

Policy Effective Date\*: \_\_\_\_\_

\*Effective from 12:01 a.m. Standard Time at the creditor's address

## INSURING AGREEMENT

Zale Indemnity Company agrees to insure certain debtors and promises to pay benefits according to the terms of this group master policy (called "policy"). The application of the creditor and payment of all premiums put this policy in force. This policy is issued to the creditor listed in the schedule above.

## GENERAL PROVISIONS

**CERTIFICATES OF INSURANCE:** We will issue to the debtor or to the creditor, for delivery to the debtor insured hereunder, an individual certificate stating the terms of the insurance. The certificate will be issued at the time the debtor is accepted for insurance. Only one certificate will be issued in connection with the election of insurance and acceptance by us. Each eligible debtor will become insured under this policy on the effective date shown in the certificate schedule.

**ENTIRE CONTRACT; CHANGES:** This policy, the application for this policy and any attached papers including the certificate(s) and any endorsement(s) attached to it (them), constitutes the entire contract of insurance. The insurance and provisions applicable to each insured debtor are in the certificate(s) and any attached endorsement(s). No change in this policy shall be made unless approved in writing by our President or Secretary.

**NOTICE OF CHANGE:** We will mail or deliver to the creditor at the mailing address shown on this policy written notice of premium increase, change in deductible or reduction in limits or substantial reduction in coverage at least sixty (60) days before the expiration date of this policy. If we fail to provide the sixty (60) days' notice, the coverage provided under this policy remains in effect until notice is given or until the effective date of replacement coverage obtained by the creditor, whichever occurs first. Notice is considered given sixty (60) days following the date of mailing or delivery of the notice. If the creditor elects not to renew, any premium charged for certificates issued during the period of extension for this policy shall be calculated pro rata at the lower of the current or previous year's rate. If the creditor accepts the renewal, the premium increase, if any, and other changes are effective the day following the prior policy's expiration date or anniversary date.

**POLICY TERM; RENEWAL:** This policy goes into effect on the policy effective date shown above for the term of one (1) year. Unless discontinued as herein provided, this policy shall be automatically renewed from year to year.

**NOTICE OF NONRENEWAL:** We will mail or deliver a notice of nonrenewal to the creditor at the address shown in this policy or to the last known address of the creditor at least sixty (60) days before the end of the policy term. Nonrenewal will occur at 12:01 a.m. standard time at the creditor's address at the end of the policy term. If the notice of nonrenewal is mailed less than sixty (60) days before expiration, this policy shall remain in effect until sixty (60) days after the notice is mailed or delivered.

## CANCELLATION OF THIS POLICY:

1. **By the creditor:** This policy may be canceled by the creditor by prior written notice to us stating when such cancellation will become effective at 12:01 a.m. local standard time at the creditor's address.
2. **By us:** During the first sixty (60) days, we may cancel this policy for any reason. After the first 60 days, we may cancel this policy by furnishing at least 60 days (10 days for nonpayment of premium) prior written notice for any one of the following reasons:
  - a. non-payment of premium;
  - b. fraud or a material misrepresentation made with the knowledge of the creditor;
  - c. a change or increase in the risk;
  - d. an act or omission that increased the hazard;
  - e. violation or breach by the creditor of any policy terms or conditions;
  - f. due to the fact that the policy's continuation would jeopardize our solvency; or
  - g. any other reasons that are approved by the commissioner of insurance.

Cancellation will be effective at 12:01 a.m. standard time at the creditor's address. After cancellation, no new insurance shall become effective under this policy with respect to any debtor of the creditor.

**PREMIUM:** A single premium will be paid to us:

1. for each new debtor to be insured;
2. in advance for the term;
3. at the rate shown in the attached rate schedule; and
4. on an agreed upon date of each month.

**PREMIUM RATES MAY BE CHANGED:**

1. on each anniversary of the policy date; or
2. when the terms of this policy change.

**REQUIRED DATA:** The creditor will furnish to us, on forms provided by us, with data:

1. on an agreed upon date each month;
2. showing the names and amounts of insurance of all new debtors in the prior month;
3. for changes and cancellations;
4. that we may require.

**INSPECTIONS OF RECORDS:** We may inspect the creditor's records to verify data sent to us.

**CLERICAL ERRORS:** Clerical errors will not deprive any debtor of insurance hereunder; nor will failure to record the termination of insurance of any debtor operate to continue such debtor's insurance beyond the date of termination as set out herein.

**NONPARTICIPATING POLICY:** This policy does not entitle the creditor nor any debtor to share in our surplus earnings.

**CONFORMITY TO STATUTES:** Terms of this policy which are in conflict with the statutes of the state wherein this policy is delivered or issued for delivery, are hereby amended to conform to such statutes.

In WITNESS WHEREOF, Zale Indemnity Company has caused this policy to be signed by its President and attested by its Secretary.



PRESIDENT



SECRETARY

GROUP MASTER POLICY FOR CREDIT INSURANCE  
Single Premium, Credit Family Leave of Absence Insurance

# ZALE INDEMNITY COMPANY

A Stock Company

IRVING, TEXAS

Executive Office: 901 W. Walnut Hill Lane, Irving, Texas 75038-1003

For claims call 1-800-999-7829

(herein called "we", "us" or "our")

## Single Premium Credit Family Leave of Absence Insurance Non-Renewable Certificate of Insurance

Group Master Policy No.:

SCHEDULE

Certificate No.:

Insured Debtor (Called "you" or "your") and address				Account Number
Creditor Name and Address				Original Debt Maturity Date
Term of Insurance	Monthly Indemnity	Premium	Effective Date*	Expiration Date*
	\$	\$		

\*12:01 a.m. standard time at the debtor's address

MAXIMUM MONTHLY INDEMNITY: [\$1,000]

MAXIMUM TERM OF INSURANCE: [60] MONTHS

**THE INSURANCE BENEFITS MAY NOT BE SUFFICIENT TO PAY OFF YOUR DEBT. [IF THE EXPIRATION DATE SHOWN IN THE SCHEDULE IS PRIOR TO THE ORIGINAL DEBT MATURITY DATE SHOWN IN THE SCHEDULE, THEN INSURANCE IS NOT PROVIDED FOR THE FULL TERM OF THE DEBT.]**

**The purchase of this insurance is completely voluntary and has not been made a condition of the debt.**

**30-Day Right to Examine Certificate:** Within the first 30 days after you receive your certificate, you may cancel it for any reason by returning it to the creditor at the address shown above. Upon cancellation, your full premium will be refunded to you or credited to your account at the option of the creditor.

IN CONSIDERATION OF THE PAYMENT OF PREMIUM AND SUBJECT TO THE TERMS OF THE GROUP MASTER POLICY (CALLED "POLICY") AND THE CREDITOR'S APPLICATION, ZALE INDEMNITY COMPANY AGREES AS FOLLOWS:

**PAYMENT OF BENEFIT:** We will make monthly indemnity payment(s) directly to the creditor. The creditor will apply the monthly indemnity payment(s) to reduce or extinguish the balance owing under your account.

**LEAVE OF ABSENCE:** Leave of absence means your loss of income due to an unpaid leave of absence. The leave of absence must be approved by your employer and due to:

1. accident or illness involving a member of your immediate family, which requires you to attend to the needs of said family member;
2. you residing in a Federally Declared Disaster Area;
3. you being called up or recalled to active military duty; or
4. new birth or adoption of a child.

Immediate Family Members means your child (natural or adopted); spouse; or parent.

**LIMIT OF LIABILITY:** The amount of insurance payable will be the lesser of: 1) the monthly indemnity payment; or 2) the maximum monthly indemnity shown in the schedule above, whichever is less, and for which premium has been paid. The monthly indemnity payment for each day of your leave of absence will be 1/30<sup>th</sup> of the amount of insurance.

Payment will continue until:

1. you return to work; or
2. the maximum number of consecutive monthly indemnity payments, indicated below, has been made, whichever occurs first.

**Maximum Number of Monthly Indemnity Payments:** The maximum number of monthly indemnity payments after the first 60 days of insurance is set forth below:

Term of Insurance	Maximum Number of Monthly Indemnity Payments
6 - 23 Months	4
24 - 35 Months	6
36 - 47 Months	8
[48 - 59 Months	10]
[60 Months	12]

If leave of absence occurs during the first 60 days of insurance, the maximum number of monthly indemnity payments under this certificate will be  $\frac{1}{2}$  of the maximum number of monthly indemnity payments shown in the schedule above.

When the maximum number of monthly indemnity payments have been paid: 1) insurance will stop; 2) all premium is fully earned; and 3) no refund will be paid. In no event will monthly indemnity payments be paid after the expiration date.

**ELIGIBILITY FOR BENEFITS:** Eligibility for monthly indemnity payments will begin on the 30<sup>th</sup> day after qualification for leave of absence benefits. Thereafter, we will pay retroactively, beginning with the first day of qualification, the amount of insurance to the creditor. Upon our request, you must give proof of continuing qualification for leave of absence. We will not accept proof of loss more than 1 year after you qualified for leave of absence.

**EXCLUSIONS:** No monthly indemnity payment will be made if your leave of absence is due to:

1. voluntary resignation;
2. retirement;
3. voluntary forfeiture of: salary; wages; or income; including strikes and other labor disputes;
4. military discharge;
5. termination as a result of willful or criminal misconduct (a transgression of some established and definite rule of conduct, a forbidden act, or a willful dereliction of duty) or criminal misconduct (unlawful behavior as determined by local, State or Federal law); or
6. pre-existing conditions, meaning any condition which:
  - a. a member of your immediate family received medical diagnosis or treatment within the 6 months immediately preceding the effective date of this certificate; and
  - b. causes a loss within 6 months immediately following the effective date of this certificate.

Any subsequent leave of absence resulting from such conditions that commences or recommences more than six (6) months after the effective date of this certificate will be covered.

### GENERAL PROVISIONS

**Payment of Premium:** The premium is due and payable on the effective date.

**Term of Insurance:** The insurance will end on the earliest of:

1. the expiration date; or
2. the date the debt is fully prepaid, renewed, refinanced or otherwise stops; or
3. the date requested in writing by you; or
4. the date the debt is charged off by the creditor; or
5. the date the maximum number of indemnity payments have been paid.

**Notice of Loss:** You will:

1. give notice of loss, or of an occurrence which may become a claim under this certificate, to our duly authorized representative:
  - a. within 20 days from the date of loss or occurrence; or
  - b. as soon as reasonably possible.
2. file proof of loss, on forms furnished by us, within 90 days from the date of loss or occurrence. If such forms are not furnished by us or the creditor within 15 days after giving notice of loss, you will:
  - a. submit written proof covering the:
    1. occurrence;
    2. extent of the loss for which the claim is made.
  - b. be deemed to have complied with the requirements of this certificate as to proof of loss.

Failure to furnish notice or proof of loss within the time provided in this certificate will not invalidate nor reduce any claim if:

1. it is shown not to have been reasonably possible to give such notice or proof of loss; and
2. such notice or proof of loss was given as soon as reasonably possible.

**Proof of Loss:** You must provide:

1. a statement indicating the reason(s) for your leave of absence; and
2. verification that you will not receive compensation from your employer during the leave of absence.

We may require additional information pertaining to your leave of absence as we deem necessary during the claim period.

Payment of subsequent benefits is contingent upon you providing verification of continued approved leave of absence. Undisputed portions of a claim must be paid within 30 working days.

**Cancellation of this Certificate:**

1. **By you:** This certificate may be cancelled by You by prior written notice to the creditor or us stating when such cancellation will become effective at 12:01 a.m. standard time at your address.
2. **By us:** During the first 60 days, we may cancel this certificate for any reason by mailing or delivering at least 60 days (10 days for nonpayment of premium) prior written notice of and reasons for cancellation. After the first 60 days, we may cancel this certificate by mailing or delivering at least 30 days prior written notice, stating the reason(s) for cancellation, for any of the following reasons:
  - a. nonpayment of premium;
  - b. fraud or a material misrepresentation made with the knowledge of the insured;
  - c. a change or increase in the risk;
  - d. an act or omission that increased the hazard;
  - e. violation or breach by you or any certificate terms or conditions;
  - f. due to the fact that the certificate's continuation would jeopardize our solvency; or
  - g. any other reasons that are approved by the commissioner of insurance.

Cancellation will be effective at 12:01 a.m. standard time at your address. Cancellation by us will not impair your entitlement to benefits for the entire uninterrupted period of leave of absence beginning before cancellation.

**Refunds:** When you cancel, unearned premium will be calculated by the [Rule of 78's] Method. When we cancel, unearned premium will be calculated on a pro rata basis. Any refund will be paid to you, or credited to your account at the option of the creditor and within [30] days following cancellation. No refund less than [\$1.00] will be made. Refund calculations for a portion of a debt month are: 1 – 15 days = the portion of the premium for that month will be considered unearned; 16 days or more = the portion of the premium for that month will be considered fully earned.

**Notice of Early Termination:** To receive a refund or credit of any unearned premium that may be due, you (the insured debtor) must give us (Zale Indemnity Company) written notice of the early termination of your debt. Notice must contain your name, the certificate number, the effective date and termination date of the certificate, proof of the date of termination of your debt and should be mailed to us at Zale Indemnity Company, P.O. Box 152762, MS 5A-9, Irving, TX 75015-2762. **If you have a question as to how to obtain a refund, call us at 1-800-999-7829.**

**Assignment:** Your interest described in this certificate is not assignable unless written consent is obtained from us.

**Legal Action Against Us:** A person or organization may bring "suit" against us including, but not limited to, a "suit" to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this certificate or that are in excess of the applicable limit of insurance.

**Entire Contract; Changes:** This certificate, and any endorsement(s) attached to it, constitute the entire contract of insurance. No change in this certificate shall be made unless approved in writing by our President or Secretary.

**Conformity to Statute:** Any terms of the contract, which are in conflict with the statutes of the state where this certificate is issued, are amended to conform to such statutes.

IN WITNESS WHEREOF, Zale Indemnity Company has caused this certificate to be signed by its President and attested by its Secretary.



PRESIDENT



SECRETARY



# GENERAL INFORMATION SUMMARY PAGE

<b>CERTIFICATE NUMBER</b> LIFE ONLY: LIFE/DISABILITY: PROPERTY: INVOLUNTARY UNEMPLOYMENT: FAMILY LEAVE OF ABSENCE:		<b>GROUP POLICY NUMBER</b> LIFE ONLY: LIFE/DISABILITY: <b>GROUP MASTER POLICY NUMBER</b> PROPERTY: INVOLUNTARY UNEMPLOYMENT: FAMILY LEAVE OF ABSENCE:	
<b>CREDITOR ACCOUNT NUMBER</b>		DEBTOR'S ADDRESS	
NAME OF DEBTOR /INSURED DEBTOR'S NAME (called "you" or "your")		ADDRESS OF CREDITOR	
EFFECTIVE DATE OF INSURANCE		TERM OF INSURANCE	
TERMINATION / EXPIRATION DATE OF INSURANCE			
<b>CREDIT LIFE ONLY OR CREDIT LIFE AND DISABILITY</b>			
DATE OF BIRTH	AGE	SECOND BENEFICIARY: DEBTOR'S ESTATE OR	
NUMBER OF ODD DAYS IN DEBT _____		[DEBT INTEREST RATE _____%]	
INITIAL AMOUNT OF DEBT \$ _____		NUMBER OF PAYMENTS _____	
<b>TYPE OF COVERAGE</b>		INITIAL AMOUNT OF INSURANCE	MONTHLY DISABILITY BENEFITS
<input type="checkbox"/> <b>GROSS DECREASING LIFE</b> With Accelerated Death & Total & Permanent Disability			
<input type="checkbox"/> <b>[NET DECREASING LIFE]</b> With Accelerated Death & Total & Permanent Disability]			
<b>DISABILITY INSURANCE</b> [30] day waiting period <input type="checkbox"/> Retroactive <input type="checkbox"/> Non-Retroactive			
<b>LIFE INSURANCE</b>		<b>DISABILITY INSURANCE</b>	
Maximum Amount: \$[100,000.00] Maximum Life Term: [    ]		Maximum Aggregate Amount: \$[100,000.00] Maximum Monthly: Disability Benefit: \$[1,000.00] Maximum Term: [    ]	
<b>SINGLE PREMIUM DUAL INTEREST CREDIT PROPERTY INSURANCE</b>			
DESCRIPTION OF INSURED PERSONAL PROPERTY:		INITIAL AMOUNT OF INSURANCE	PREMIUM
			\$
<b>INVOLUNTARY UNEMPLOYMENT</b>			
MAXIMUM MONTHLY INDEMNITY: [\$1,000.00]	ORIGINAL DEBT MATURITY DATE	MONTHLY INDEMNITY	PREMIUM
MAXIMUM TERM OF INSURANCE: [60 MONTHS]			\$
<b>FAMILY LEAVE OF ABSENCE</b>			
MAXIMUM MONTHLY INDEMNITY: [\$1,000.00]	ORIGINAL DEBT MATURITY DATE	MONTHLY INDEMNITY	PREMIUM
MAXIMUM TERM OF INSURANCE: [60 MONTHS]			\$

FRAUD WARNING: ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND/OR CONFINEMENT IN PRISON.

Credit Life Only Coverage and/or Credit Life and Disability Coverage underwritten by:

**ZALE LIFE INSURANCE COMPANY**

A Legal Reserve Stock Company

PHOENIX, ARIZONA

Executive Office: 901 W. Walnut Hill Lane, Irving, Texas 75038-1003

Credit Property Coverage and/or Involuntary Unemployment Insurance Coverage and/or Family Leave of Absence Coverage and/or Disability Only Coverage underwritten by:

**ZALE INDEMNITY COMPANY**

A Stock Company

IRVING, TEXAS

Executive Office: 901 W. Walnut Hill Lane, Irving, Texas 75038-1003

SERFF Tracking Number:	YTYC-127173344	State:	Arkansas
Filing Company:	Zale Indemnity Company	State Tracking Number:	48812
Company Tracking Number:	ZIC-AR-SP-LOA-F&R-5/11		
TOI:	CR03G Group Credit - FMLA	Sub-TOI:	CR03G.003 Single Premium
Product Name:	Single Premium Credit Leave of Absence		
Project Name/Number:	ZIC-AR-SP-LOA-F&R-5/11/Ryan		

## Rate/Rule Schedule

Schedule Item Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
	Rate Schedule		New		Rate Schedule.pdf

**ZALE INDEMNITY COMPANY**  
901 W. Walnut Lane  
Irving, Texas 75038-1003

ARKANSAS

SINGLE PREMIUM RATE SCHEDULE

FAMILY LEAVE OF ABSENCE CREDIT INSURANCE

\$.64 per \$100 of Initial Gross Indebtedness

SERFF Tracking Number:	YTYC-127173344	State:	Arkansas
Filing Company:	Zale Indemnity Company	State Tracking Number:	48812
Company Tracking Number:	ZIC-AR-SP-LOA-F&R-5/11		
TOI:	CR03G Group Credit - FMLA	Sub-TOI:	CR03G.003 Single Premium
Product Name:	Single Premium Credit Leave of Absence		
Project Name/Number:	ZIC-AR-SP-LOA-F&R-5/11/Ryan		

## Supporting Document Schedules

		Item Status:	Status Date:
<b>Satisfied - Item:</b>	Flesch Certification		
<b>Comments:</b>			
<b>Attachment:</b>			
Readability Certification.pdf			
		Item Status:	Status Date:
<b>Satisfied - Item:</b>	Application		
<b>Comments:</b>			
Acknowledged			
		Item Status:	Status Date:
<b>Satisfied - Item:</b>	Third Party Filing Authorization		
<b>Comments:</b>			
<b>Attachment:</b>			
ZIC-Filing Authorization - 5-11 (Signed).pdf			

## FLESCH READABILITY

The undersigned, being an officer of Zale Indemnity Company, does hereby certify to the best of his/her knowledge, information and belief, that the Group Policy Application (ZIC-LOA-CR-AR) has a Flesch Readability Score of 38.7, the Group Master Policy (ZIC-LOA-MP-AR) has a Flesch Readability Score of 37.9 and the Certificate (ZIC-LOA-C-AR) has a Flesch Readability Score of 45.6. The Group Policy Application and the Group Master Policy do not meet the minimum Flesch Readability Score; however, we request the acceptance of these forms.

Mike R Sabin  
Name \_\_\_\_\_  
Title Senior Vice President/COO  
Date 5/17/11

Digitally signed by Mike R Sabin  
DN: CN = Mike R Sabin, C = US, O = Zale  
Indemnity Company, OU = Senior Vice  
President/COO  
Date: 2011.05.18 14:31:28 -05'00'

# Zale Indemnity Company

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901 W. Walnut Hill Lane  
Mail Sta. 5A-9  
Irving, TX 75038-1003

May 2, 2011

Commissioner of Insurance

Re: Zale Indemnity Company  
NAIC Number: 30325  
Programs:  
Single Premium Credit Property  
Single Premium Credit Involuntary Unemployment  
Single Premium Credit Leave of Absence  
Single Premium Credit Disability

To Whom It May Concern:

This is notification that we authorize the following firm to file the above captioned programs on behalf of Zale Indemnity Company and to address any questions posed by the insurance department relative to this filing and follow up as may otherwise be necessary:

Year to Year Consulting, L.L.C.  
1580 N Point Prairie Rd  
Foristell, MO 63348  
Phone: 636-639-1880  
Contact person: Steve Rush, Managing Member

Should you have any questions regarding the above, please contact me accordingly.

Sincerely,



Michael R. Sabin  
Senior Vice President/COO  
Zale Indemnity Company  
Direct: 972-580-5232  
E-mail: msabin@zalecorp.com

<i>SERFF Tracking Number:</i>	<i>YTYC-127173344</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Zale Indemnity Company</i>	<i>State Tracking Number:</i>	<i>48812</i>
<i>Company Tracking Number:</i>	<i>ZIC-AR-SP-LOA-F&amp;R-5/11</i>		
<i>TOI:</i>	<i>CR03G Group Credit - FMLA</i>	<i>Sub-TOI:</i>	<i>CR03G.003 Single Premium</i>
<i>Product Name:</i>	<i>Single Premium Credit Leave of Absence</i>		
<i>Project Name/Number:</i>	<i>ZIC-AR-SP-LOA-F&amp;R-5/11/Ryan</i>		

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Creation Date:</b>	<b>Schedule</b>	<b>Schedule Item Name</b>	<b>Replacement Creation Date</b>	<b>Attached Document(s)</b>
05/17/2011	Form	Group Policy Application	05/24/2011	ZIC-LOA-CR-AR.pdf (Superceded)

APPLICATION is hereby made to:

**ZALE INDEMNITY COMPANY**

A Stock Company

IRVING, TEXAS

Executive Office: 901 W. Walnut Hill Lane, Irving, Texas 75038-1003

For claims call: 1-800-999-7829

(called "us")

Group Master Policy No.: \_\_\_\_\_

for:

☐ Group Single Premium Credit Family Leave of Absence Insurance

on the debtors of:

\_\_\_\_\_  
(called "creditor")

Address \_\_\_\_\_

**DEBTORS TO BE COVERED:** All debtors who request insurance and who become indebted for loans in connection with transactions with the creditor. A certificate of insurance will not be issued to any partnership, corporation or association.

**ELIGIBILITY:** Coverage is limited to eligible debtors who request insurance and agree to pay the premium charge, if any, to the creditor beneficiary.

**AMOUNT OF INSURANCE:** Maximum Initial Amount of Insurance: \_\_\_\_\_ Per Debtor

**MAXIMUM TERM OF INSURANCE:** Maximum Term of Insurance: \_\_\_\_\_ Months Per Certificate

Coverage will stop when the maximum number of monthly indemnity payments has been paid or all the premium is fully earned. No monthly indemnity payments will be paid after the expiration date.

**PREMIUM PAYMENT:** Premiums are payable in advance by the creditor based on the rate schedule(s) attached to the policy. It is agreed that information required by us on debtor's to be covered and debtors, whose coverage is to be changed or cancelled, will be furnished monthly to us on forms provided by us.

This policy is subject to the following Endorsements, Riders, and Certificates(s) of Insurance:

**EFFECTIVE DATE:** This insurance shall be effective from 12:01 A.M., standard time, at the creditor's address on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, provided the application shall have been accepted by us and a policy issued.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(City and State)

\_\_\_\_\_  
Signature of Authorized Creditor Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name and Title

FRAUD WARNING: ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND/OR CONFINEMENT IN PRISON.

GROUP MASTER POLICY APPLICATION FOR CREDIT INSURANCE  
Single Premium, Credit Family Leave of Absence Insurance